IN THE COURT OF COMMON PLEAS IN THE STATE OF DELAWARE IN AND FOR KENT COUNTY

RANDY HUFNAL, SR.,)	
Plaintiff,)	C.A. No. CPU5-11-000937
v.)	
ROBIN LEE HARDING,)	
Defendant.)	

March 16, 2012

Glynis Gibson, Esq. 34 The Green, Suite G Dover, DE 19901 Attorney for the Plaintiff David J. Bever, Esq. P O Box 1298 Dover, DE 19903 Attorney for the Defendant

DECISION AFTER TRIAL

This case is a civil debt action filed by the plaintiff, Randy Hufnal, Sr., against the defendant, Robin Lee Harding, for the repayment of expenses incurred when the plaintiff improved the defendant's residential property. A trial was held for this matter and the Court reserved decision. After a careful consideration of the evidence introduced at trial and the parties' arguments, the Court finds for the defendant and judgment is entered accordingly.

FACTS

Plaintiff Randy Hufnal, Sr., and Defendant Robin Lee Harding were engaged to be married at one time. They met at the Delaware State Fair in July of 2005 and started dating. It was not long before the couple discussed getting married and the plaintiff moved into the defendant's home with her, which is located in Harrington, Kent County, Delaware.

The plaintiff always wanted a work shop and talked about building one. The defendant consented to the plaintiff building one on her property. The plaintiff then proceeded to build a large work shop and garage on the defendant's residential property and made other improvements to the house and property. The plaintiff contends that because he suffered a financial setback as a result of the break-up of a prior relationship, he insisted that the defendant agree to reimburse him for any expenses that he would incur to improve her property if their relationship should ever terminate. The defendant claims that she never really wanted the work shop and garage, or any of the other improvements. As such, she contends that she never made any such agreement. The alleged agreement was oral. None of the alleged agreement was reduced to writing.

The plaintiff and defendant eventually decided not to go through with their marriage. They finally terminated their relationship in November of 2009 and the plaintiff moved out of the defendant's home. At the time, the plaintiff asked that the defendant reimburse him for the improvements to her residence and property. The defendant has refused to make any such payments.

The plaintiff filed suit against the defendant seeking \$49,199.00 in damages for the reimbursement of the amounts he spent to improve the defendant's residence and property. Included in this amount are wages totaling \$9,851.39 to which he contends he is entitled for his own labor, calculated at a rate of \$25.00 per hour. The defendant contends that she does not owe the plaintiff reimbursement for any of the expenses the plaintiff incurred for the improvements to her residence and property or for his labor. She claims that there was no agreement for her to pay for these items. The plaintiff provided the improvements for his own benefit as he planned to marry her and to continue to live at the residence.

DECISION

The plaintiff, Randy Hufnal, Sr., bears the burden of proof, by a preponderance of the evidence, that he is entitled to the reimbursement of the amounts he spent to improve the defendant's residence and property, including his personal wages. *First State Constr., Inc. v. Thoro-Good's Concrete Co., Inc.,* 2010 WL 1782410, at *3 (Del. Super.). The main issue in this regard is whether the defendant agreed to reimburse the plaintiff for his expenses and wages to improve her residence and property or whether the plaintiff provided his labor and funds for the improvement of the residence and property for his own benefit. The Court finds that the plaintiff has failed to meet his burden to prove that the labor and funds he provided to improve the defendant's property was done pursuant to an oral agreement guaranteeing a reimbursement if their relationship ever ended.

The Court finds the testimony of the defendant to be more convincing. The plaintiff built the large work shop and garage on the defendant's property and provided other improvements to the house and property for his own benefit. There was no agreement for the defendant to pay for any of those items. Simply put, the plaintiff

provided the improvements to the property and residence for his own benefit because he planned to marry the defendant and continue to live at the residence. The plaintiff, himself, testified that he suffered a prior financial setback at one time as a result of the break-up of a relationship. He should have been aware of the possible risks inherent in romantically motivated oral agreements. Therefore, it only makes sense that had he considered his work to primarily benefit the defendant, he would have insisted on a written agreement for the reimbursement of his expenditures and labor should he had desired such.¹

CONCLUSION

The plaintiff, Randy Hufnal, Sr., has failed to prove that the expenditures that he made, and the labor that he provided, to improve the property and residence of the defendant, Robin Lee Harding, were provided pursuant to an agreement guaranteeing reimbursement for those amounts should their relationship terminate. Therefore, judgment is entered for the defendant.

IT IS SO ORDERED this 16th day of MARCH, 2012.

CHARLES W. WELCH

JUDGE

¹ There is also an issue as to whether the oral agreement that the plaintiff alleges was made with the defendant regarding the reimbursement of expenses and labor costs violates the Delaware Statute of Frauds under 6 *Del. C.* §2714(a). Section 2714(a) of Title 6 provides that any agreement made upon consideration of marriage must be made in writing. The Court does not reach a decision on that issue as it finds that no agreement existed